

(II) A LIST OF REASONS FOR THE PROPOSED CANCELLATION OR NONRENEWAL, INCLUDING ANY DEFICIENCIES ON THE PART OF THE DISTRIBUTOR;

(III) A STATEMENT OF THE EFFECTIVE DATE OF THE PROPOSED CANCELLATION OR NONRENEWAL; AND

~~(IV) A STATEMENT THAT THE GRANTOR, WHERE POSSIBLE, INFORMED THE DISTRIBUTOR OF AND MADE GOOD FAITH EFFORTS TO RESOLVE ANY SUBSTANTIAL DEFICIENCIES ON THE PART OF THE DISTRIBUTOR THAT CONSTITUTE THE BASIS FOR CANCELLATION OR NONRENEWAL; AND~~

(V) (IV) IF DEFICIENCIES ARE IDENTIFIED BY THE GRANTOR UNDER SUBPARAGRAPH (II) OF THIS PARAGRAPH, A STATEMENT THAT THE DISTRIBUTOR MAY ATTEMPT TO CURE DEFICIENCIES THAT ARE IDENTIFIED AS A BASIS FOR THE CANCELLATION OR NONRENEWAL, AS PROVIDED IN § 11-1305 OF THIS SUBTITLE.

~~(C) A GRANTOR MAY NOT UNLESS THE PARTIES AGREE TO THE CONTRARY, NEITHER A DISTRIBUTOR NOR A GRANTOR MAY ALTER PAYMENT, CREDIT, OR DELIVERY TERMS AFFECTING THE DISTRIBUTOR DURING THE PERIOD BETWEEN THE NOTICE REQUIRED UNDER SUBSECTION (A) OF THIS SECTION AND THE PROPOSED DATE OF CANCELLATION OR NONRENEWAL, OR DURING THE PERIOD OF CURE DESCRIBED IN § 11-1305 OF THIS SUBTITLE.~~

(D) A GRANTOR IS NOT REQUIRED TO COMPLY WITH THE PROVISIONS OF THIS SECTION IF THE REASON FOR THE CANCELLATION OR NONRENEWAL INCLUDES ANY OF THE FOLLOWING:

(1) FOR ANY ITEMS THAT ARE NOT IN DISPUTE, THE FAILURE OF THE DISTRIBUTOR TO PAY THE GRANTOR FOR COMMERCIAL GOODS RECEIVED;

(2) THE ACTUAL OR PENDING INSOLVENCY, THE OCCURRENCE OF AN ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR THE BANKRUPTCY OF THE DISTRIBUTOR OR OF ITS PARENT ENTITY OR OF ANY AFFILIATED ENTITY THAT HAS FINANCIAL CONTROL OVER IT;

(3) A DANGER TO THE PUBLIC HEALTH OR SAFETY CAUSED BY THE DISTRIBUTOR OR ANY AFFILIATED ENTITY OVER WHICH IT HAS CONTROL; ~~OR~~

(4) ABANDONMENT OF THE AGREEMENT BY THE DISTRIBUTOR OR ANY OTHER MATTER WHICH A COURT FINDS TO BE JUSTIFICATION FOR A PREMATURE CANCELLATION OR NONRENEWAL;

(5) CONDUCT BY THE DISTRIBUTOR EXPRESSLY PROHIBITED UNDER A WRITTEN AGREEMENT THAT MATERIALLY AFFECTS THE RELATIONSHIP BETWEEN THE DISTRIBUTOR AND GRANTOR;

(6) CONDUCT BY THE DISTRIBUTOR THAT MATERIALLY ALTERS THE COMMERCIAL VIABILITY OF THE GRANTOR'S COMMERCIAL GOODS IN THE MARKETPLACE; OR